**DRAFT CONTRACT**

**SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS**

**NO BENEFIT-CN1-SO 2.1-SC 007 ( 08-123/3 )**

**financed from the general budget of the Union**

Project Building ENergy EFficiency ImprovemenT- Benefit implemented by Municipality of Bitola,

Municipality of Bitola

Bulevar 1st Maj 61

Bitola 7000, R. Macedonia

VAT No. 4002004168574

represented by MSc Natasha Petrovska, Mayor of Municipality of Bitola

(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>][[1]](#footnote-1)

[<Official registration number>][[2]](#footnote-2)

<Full official address>

[<VAT number>][[3]](#footnote-3),

(‘the contractor’)

of the other part,

have agreed as follows:

**PROJECT :** Building ENergy EFficiency ImprovemenT- Benefit ( Interreg IPA Programme Greece – Former Yugoslav Republic of Macedonia 2014-2020)

BENEFIT-CN1-SO 2.1-SC 007( 08-123/3 )

**CONTRACT TITLE**

**Service contract for:**

**„ „External Expertise and Services: Project assistance evaluation in tender procedures and acceptance committee“**

**Identification number** BENEFIT-CN1-SO 2.1-SC 007 (08-123/3)

(1) Subject

### The subject of this contract is Additional staff employed by the beneficiary organization that will undertake the evaluation of the tenders and additional staff employed by the beneficiary organization that will undertake the work of the acceptance committee (evaluators, acceptance committee members etc.)

(‘the services’)

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is \_\_\_\_\_\_\_\_ EUR

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

* the contract agreement;
* the special conditions
* the general conditions (Annex I);
* the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
* the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
* Key experts (Annex IV) ;
* Budget (Annex V);
* Other relevant forms and documents (Annex VI);

**Theseabove listed documents make up the contract. They shall be deemed to be mutually explanatory.In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

Done in English in two originals,:one original for the contracting authority, and one original for the contractor.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **For the contractor** | | | **For the contracting authority** | | |
| Name: | |  | Name:Nuer Arslani |  | |
| Title: Manager | |  | Title: Director |  | |
| Signature: | |  | Signature: |  | |
| Date: | |  | Date: |  | |
|  |  | | | |
|  |  | | | |

**SPECIAL CONDITIONS**

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

**Article 2 Communications**

2.1 Contact person for the Contracting Authority is:

Natasha Lukic, project manager  
Municipality of Bitola  
Bulevard 1-st of May 61  
MK-7000 Bitola  
Tel. +389 47 208 334  
E-mail. [benefitipa@gmail.com](mailto:benefitipa@gmail.com)

Contact person for the Contractor is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date.In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

**Article 19 Implementation of the tasks and delays**

19.1The start date for implementation shall be date of signature of the contract by both parties.

19.2 The period for implementing the tasks is till the implementation of the project from the start date.

**Article26 Interim and final reports**

The contractor shall submit progress reports as specified in the terms of reference.

**Article 27 Approval of reports and documents**

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

**Article 29 Payment and interest on late payment**

29.1 Payments will be made in accordance with the following the option:

Option 2: Global price contract

|  |  |  |
| --- | --- | --- |
| **Month** |  | **EUR 3.060,00** |
| **Total** | **3.060,00 EUR** | N/A |
| **Per member** | **60 EUR per 51 item (evaluators acceptance committee members etc.)** | N/A |
|  | **Total** | **Total 3.060,00 EUR** |

29.5 Payments will be made in national currency MKD in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

**Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the Primary court in Bitola.

\* \* \*

1. Where the contracting party is an individual. [↑](#footnote-ref-1)
2. Where applicable. For individuals, mention their ID card, passport or equivalent document number. [↑](#footnote-ref-2)
3. Except where the contracting party is not VAT registered. [↑](#footnote-ref-3)